

STATE OF MICHIGAN
COURT OF APPEALS

PARKVIEW SENIOR APARTMENTS, INC.,

Plaintiff-Appellant,

v

BRUCE WILSON and GARY H.
CUNNINGHAM,

Defendants-Appellees.

UNPUBLISHED

October 26, 2001

No. 226003

Oakland Circuit Court

LC No. 99-013047-CK

Before: Whitbeck, P.J., and Neff and Hoekstra, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the circuit court's order granting defendants' motion for summary disposition and denying plaintiff's motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The interpretation of clear contractual language is a question of law for the court to decide. *Gramer v Gramer*, 207 Mich App 123, 125; 523 NW2d 861 (1994). The clear language of ¶ 16(a) of the purchase agreement permitted defendants to terminate the contract and have their deposit refunded if they were unable to obtain an acceptable mortgage from a financial institution of their choice. The language of ¶ 16 emphasizes that the determination of whether a proposed mortgage was acceptable was within defendants' "sole and absolute discretion." The unrebutted evidence before the circuit court showed that defendants sought financing but were unable to obtain acceptable terms from the lenders they chose. This was all they were obligated to do under ¶ 16. Summary disposition in favor of defendants was proper under MCR 2.116(C)(10).

Affirmed.

/s/ William C. Whitbeck

/s/ Janet T. Neff

/s/ Joel P. Hoekstra